

O3 CAPITAL AMERICAN EXPRESS CARD MEMBERSHIP AGREEMENT

NOTICE: We advise that you please read these Terms and Conditions carefully and thoroughly. If you keep or use an O3 American Express Card, you are irrevocably deemed to have unconditionally agreed to these Covenants, Terms and Conditions encapsulated herein. And in like manner, you agree that the said Covenants, terms and conditions shall govern your use of O3 American Express © Card.

This Agreement is between **O3 Capital Nigeria Limited** (hereinafter referred to as "the Issuer") of Plot 18a, Block19 Jerry Iriabe Street, Lekki Phase 1, Lekki, Lagos State, Nigeria and the Customer, (hereinafter referred to as "the Cardholder").The parties have agreed that this relationship shall be governed by the terms and conditions set out hereunder.

1. DEFINITIONS

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

- 1.1. **"Account"** means any O3 American Express © Card. Account maintained by us for the Cardholder in connection with the use of the Card and under these Terms and Conditions.
- 1.2. **"Account Holder"** means an individual, entrepreneur, corporate or non-corporate in whose name and data an Account(s) is maintained.
- 1.3. **"Available Credit Limit"** means the credit limit allocated by the Issuer to Card holder's Account inclusive of all Supplementary Cards less previous balances less all new Charges.
- 1.4. **"Balance"** means the level of indebtedness of the Cardholder, comprising all transactions, fees and interest (finance, default and/or penal) charges.
- 1.5. **"Card"** means any credit card including any additional or renewed card supplied by the Issuer from time to time under this agreement, and "Card Number" means the identifying number on the Card
- 1.6. **"Card Account"** means the Issuer shall open a Card Account in the Cardholder's name under its agreement
- 1.7. **"Cardholder"** means the possessor of the Card and/or persons having power alone to utilize the Card in accordance with the Issuer's mandate.
- 1.8. **"Cash Advances"** means any cash advance obtained by use of a Credit Card, PIN or otherwise authorized by you for debit to the Account.
- 1.9. **"CBN"** means Central Bank of Nigeria.
- 1.10. **"Charge"** means a transaction made or Charged with the Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, drafts made from the Account, Balance Transfers and fees thereon, interest, taxes as may be applicable and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions.
- 1.11. **"Conditions"** mean these or any other conditions of use from time to time in force.
- 1.12. **"Credit Limit"** means the maximum debit balance allowed on the Cardholder's Account.
- 1.13. **"Direct Debit Mandate"** is the instruction the cardholder has executed to instruct the Issuer to take money from his account to settle his outstanding balance monthly.
- 1.14. **"Establishment"** means any Corporation, Firm, Company, Business, Organization, Public Sector Undertaking, Government, semi Government body or person that accepts or is willing to accept O3 American Express Card as a payment instrument either for purchase of goods or services.
- 1.15. **"Interest Rate"** means the relevant Interest Rate stated as varied by the Issuer from time to time.
- 1.16. **"O3 Green American Express Card®"** means a (dual currency - USD and Naira) American Express Credit card made of plastic, with a issuance fee of \$5, Annual Membership fee of \$20, Annual Maintenance fee of \$10 and a revolving limit of \$1000.
- 1.17. **"O3 Gold American Express Card®"** means a (dual currency - USD and Naira) American Express Credit card made of plastic, with a issuance fee of \$5, Annual Membership fee of \$150, Annual Maintenance fee of \$10 and a revolving limit of \$5000.
- 1.18. **"O3 Platinum American Express Card®"** means a (dual currency - USD and Naira) American Express Credit card made of plastic, with a issuance fee of \$5, Annual Membership fee of \$300, Annual Maintenance fee of \$10 and a revolving limit of \$10,000.
- 1.19. **"O3 Gold American Express Business Card®"** means a (dual currency - USD and Naira) American Express Credit card made of plastic, with a issuance fee of \$5, Annual Membership fee of \$250, Annual Maintenance fee of \$25 and a revolving limit of \$10,000.
- 1.20. **"Payment Due Date"** means the date specified in the Statement of Account by which date the Cardholder is required to make payment of the outstanding in full or in part or at least the minimum amount due.
- 1.21. **"PIN"** means the Personal Identification Number the Issuer issues for use with a Card.

- 1.22. **“Principal Cardholder”** means the Cardholder, and **“Additional or Supplementary Cardholder”** means any other person or persons to whom or for whose use the Issuer supplies a Card at the Cardholder's request.
- 1.23. **“Statement”** means any statement of transactions that would be sent to the Cardholder through email or any other mode(s) as determined by the Issuer in its sole discretion or an email notification (sent to a Cardholder who has chosen to receive electronic/paperless statements), for each billing period during which there is any activity or a balance outstanding on the Card Account. And **“Electronic/Paperless Statement”** means monthly statement sent to the Cardholder's registered email ID at the end of each monthly cycle.
- 1.24. **Transaction** means any payment for goods or services obtained by the use of the Card or Card Number or PIN.
- 1.25. **“Terms and Conditions”** means the Terms and Conditions set out herein and by which the use of the Cards shall be governed and shall include all modifications and supplemental thereto from time to time.
- 1.26. **“Utility Services”** are telecommunications which includes providers of landline phones, mobile phones, cable and other pay TV services, and calling Cards. Fuel includes petrol, diesel, CNG from Oil Marketing Companies (OMC's). Other utility services which includes providers of household/domestic electricity, gas and water. These providers can be government departments and agencies including [local/provincial/state/territory/municipal organizations], public housing societies and apartment associations.
- 1.27. **“We”, “our”, “us”, “Issuer” and “O3 Capital”** means O3 Capital Nigeria Limited.
- 1.28. **“You” and “your” “he” “she” “they” “them” “their”** means the Cardholder or where appropriate the Supplementary Cardholder. The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

2. VARIATIONS OF CONDITIONS

- 2.1. The Issuer may vary all or any of these Conditions at any time by giving the Cardholder 20 days' prior written notice if and when it becomes necessary or appropriate to do so in order to comply with legal, fiscal or regulatory requirements, to reflect alterations in the nature and extent of the service which the Issuer is able to provide to the Cardholder having regard to its systems' capabilities, market practice, currency exchange rates, pricing, interest rates, and to the level of customer demand, to reflect any corporate amalgamation or reconstruction which affects the Issuer or to rectify errors, inconsistencies, ambiguities or omissions in them.

3. ISSUE AND USE OF CARD AND PIN

- 3.1. The Card issued to you can be used in Nigeria and overseas. You agree and undertake that the Card issued to you, if used overseas shall be utilized strictly in accordance with the detects, directions and instructions of the Central Bank of Nigeria (CBN) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the Central Bank of Nigeria, you undertake to bring the same immediately to our notice in writing.
- 3.2. And in the event of any failure to comply with the detects, directions and instructions of the Central Bank of Nigeria, we shall be obligated to make a formal report to the Nigeria Financial Intelligence Unit.
- 3.3. The globally valid Card issued to you shall be a dual currency (USD and Naira American Express Credit) card is valid for payments in Nigeria Naira and United States Dollar. You agree to comply and if you are a Cardholder, to procure the compliance of all Supplementary Cardholders with the exchange control regulations and other applicable laws from time to time in force, which may be affected by use of the Card.
- 3.4. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your noncompliance with any such regulations.
- 3.5. The Issuer shall issue to the Cardholder (and within its sole discretion to any Additional Cardholder who is also bound by the terms and Conditions and who is nominated by the Cardholder) a Card to enable the Cardholder (and any Additional Cardholder) obtain the facilities from time to time made available by the Issuer to cardholders under this agreement including Transactions and Cash Advances. The Card Production fees will be taken on Activation by Cardholder.
- 3.6. The Cardholder can use the Card with the PIN to withdraw cash from/at Automated Teller Machines (ATMs) and/or to make payments for goods and/or services at Point of Sales Terminals (POS) where the Card is accepted and the Issuer will debit the Account with the amount dispensed and any handling charge payable.
- 3.7. The Card shall not be used for any unlawful transaction including the purchase of goods and/ or services prohibited by the laws of the Federal Republic of Nigeria.

- 3.8. The Card is and remains the Issuer's property, must be returned to the Issuer on request, and may be retained at any time by the Issuer or by any person acting on its behalf, although the Issuer will confirm this to the Cardholder in writing. If the Issuer requests the return of the Card, it must be returned immediately cut in half across its magnetic strip.
- 3.9. The Issuer shall not be liable for any refusal by any person to accept or honour the Card or the Card Number.
- 3.10. The Cardholder must keep the PIN issued to the Cardholder secret and not let anyone else use it or know it. The Cardholder must destroy the slip upon which the PIN is printed and if the Cardholder does commit it to writing, the Cardholder must not write it on the Card or on anything that is kept with the Card and the Cardholder must not write it in an identifiable form. If Cardholder does not activate after 15days, Cardholder agrees to incur the Production costs and all Card Account closing costs and associated closing costs.

4. CREDIT LIMIT AND STATEMENT OF ACCOUNT

- 4.1. The Issuer shall open an Account in the Cardholder's name with a Credit Limit that is a percentage (%) of the applicant's monthly net income. Each month the Issuer shall prepare and send to the Cardholder an Account Statement electronically. All transactions shall be detailed in the monthly account statements and the Cardholder shall pay to the Issuer on the due date shown on the Statement the monthly payment in the amount shown or in such other amount as the Issuer may notify to the Cardholder from time to time in writing.
- 4.2. The Cardholder shall repay to the Issuer on demand the amount by which the balance outstanding on the Cardholder's Account exceeds the Credit Limit. The Cardholder is required to make a minimum repayment on amounts outstanding by the repayment due date as stated in the monthly account statement, in any currency the Issuer may request and at prevailing market rates.
- 4.3. Failure to make the minimum repayment by the repayment due date will be deemed as default under the terms and conditions of this agreement and may attract penal interest rates, late payment fees and suspension of the account from the Issuer until the minimum repayment condition is satisfied.
- 4.4. The Issuer shall proceed to recover all amounts outstanding, whether in Naira or in United States Dollars, in the event of any default to make the minimum repayment within the allowable repayment period. The Issuer reserves the right to institute any legal action necessary to recover all amounts outstanding and share such information with relevant agencies.
- 4.5. By signing this application form, the Cardholder agrees to be bound by the repayment terms attached to the card. The Cardholder is obligated to pay at least the minimum monthly 10% repayment or 100% of the outstanding balance- whichever is less. The Cardholder may also choose to pay back 100% of the outstanding balance at the end of every month. Failure to pay the minimum monthly repayment in any month can cause the Issuer to make a report stating the Cardholder's details to credit bureaus, as may be mandated by CBN. That Issuer shall also reserve the exclusive rights to apply to the appropriate court (ex-parte), for an Order placing a post no debit restriction on the Cardholder's bank accounts.
- 4.6. Repayments shall be applied for pay down of outstanding balance against the Card-holder, in the following order:
 - a. Accrued interest
 - b. Fees
 - c. Purchases made
 - d. Cash drawn for ATM
- 4.7. The Issuer may refuse to authorize use of the card if a transaction exceeds the available Credit Limit in the account or if the transaction amount plus any other authorized Transaction would exceed the Credit Limit on the card. The Issuer may also refuse to authorize use of the card if the transaction is such that it does not comply with any applicable terms of this Agreement as may be amended from time to time.

5. APPROPRIATION OF REPAYMENT

Repayment will have taken place when remittances are credited to the Card Account, and will be applied by the Issuer on that date in the following descending order:

- a. In payment of all interest shown on the latest and any previous Statement;
- b. Towards payment of any Cash Advance handling charges shown on the latest and any previous Statement;
- c. Towards repayment of all Transactions and Cash Advances shown on the latest Statement; and

d. Towards repayment of any Transactions and Cash Advances.

6. INTEREST CHARGES

Interest will be charged on a daily basis at the relevant Interest Rate shown, as varied by the Issuer from time to time at its discretion in the circumstances stated. The monthly percentage rate shown does not take into account any future interest rate variations or variations in the amount of the Card fee or other charges which the Issuer may make in the circumstances.

7. MONTHLY INTEREST RATES

3% - 5% per month

8. CARD CHARGES AND INTEREST RATES

- 8.1. ATM Cash withdrawals shall attract a Transaction fee of 5% of the total sums per withdrawal. POS transactions shall attract a charge of 4% of the transaction volume but shall incur no transaction Fee.
- 8.2. The Late payment fee of \$20 shall be applied to the repayment account in the event it does not have sufficient funds to meet the minimum monthly payment due from the 15th to the 30th day of each month.
- 8.3. **Cycle Length:** Current cycle runs from the 15th-14th and the membership fee is charged on the morning of the 14th for personal cards. For Business cards the cycle will run 6th – 7th and the membership fee is charged on the morning of the 7th.
- 8.4. ATM Cash Withdrawals for dollar transaction will be \$3 on every withdrawal:

9. MANNER OF USE

You Must:

- 9.1. Sign the Card issued to you in ink as soon as you receive it and before you use it.
- 9.2. Keep the Card number and any PIN secret and both separate from each other.
- 9.3. Only use the Card within the validity dates shown on its face.
- 9.4. Not give the Card or your Account number or details to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Card as a result.
- 9.5. Not use the Card to purchase anything to resell for commercial or business purpose.
- 9.6. Not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so.
- 9.7. Not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Card.
- 9.8. You must not overpay on your Card.
- 9.9. Not use the Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement.
- 9.10. Pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available.

10. OPERATION OF THE ACCOUNT

- 10.1. The Issuer shall debit to the account the amount of each transaction, cash advance, charges, any account fee and interest at the relevant Interest rate, which has accrued under this agreement.
- 10.2. If any merchant contacts the Issuer for confirmation that the Issuer will pay a proposed transaction and the Issuer so authorize the merchant, the amount of the authorized transaction will immediately reduce the amount of credit available in the account even though the transaction is yet to be debited to the account.
- 10.3. Once the card has been used for a transaction, the transaction cannot be cancelled or stopped. Subject as provided, interest will be charged on the amount of each transaction and cash advance on a daily basis from the date any such amount is debited to the account until full repayment is credited to the account.

- 10.4.** Where any merchant involved in a transaction becomes liable to make any refund to the Cardholder, the Issuer shall credit the account with the amount to be refunded only on the receipt of a properly issued refund voucher or other appropriate verification of the refund by that merchant.
- 10.5.** The Issuer may decide not to give authorization on Transaction requests if:
- a. the card has been reported as lost or stolen, or the Issuer has reason to suspect it is lost or stolen;
 - b. the Cardholder has defaulted in any part of this agreement;
 - c. the Cardholder has used the card after the "available credit" has been exceeded. The available credit includes authorization transactions, including those not yet charged to the Cardholder's account. The "available credit" on the account will be based on the approved credit limit, amount debited to the account which remain unpaid and payments received which are paid into the Cardholder's account. The Issuer reserves the right not to adjust the available credit by the amount of any payment received until such value has been given to such payments.

11. LIABILITY

- 11.1.** If you are an O3 Green American Express Cardholder, you are liable to us for all Charges on the O3 Green American Express Card and any and all Supplementary Cards issued at your request; and you agree that all of these Cards will be used in a manner consistent with these Terms and Conditions.
- 11.2.** If you are an O3 Gold American Express Cardholder, you are liable to us for all Charges on the O3 Gold American Express Card and any and all Supplementary Cards issued at your request; and you agree that all of these Cards will be used in a manner consistent with these Terms and Conditions.
- 11.3.** If you are an O3 Platinum American Express Cardholder, you are liable to us for all Charges on the O3 Platinum American Express Card and any and all Supplementary Cards issued at your request; and you agree that all of these Cards will be used in a manner consistent with these Terms and Conditions.
- 11.4.** If you are a Supplementary Cardholder, you agree to use each Supplementary Card bearing your name in a manner consistent with these Terms and Conditions. And will be liable for all Charges made in connection with the Supplementary Card.
- 11.5.** All communications sent or given to a Green, Gold, Platinum or the Supplementary Cardholder shall be deemed to have been sent or given to both.

12. CREDIT LIMIT

- 12.1.** The Card Carrier enclosing the Card will show the initial Credit Limit applicable to your Account. The Credit Limit applicable on Cardholder's Account is inclusive of all the Supplementary Cards. The Issuer will determine the Credit Limit and notify the Cardholder from time to time on the monthly account statement.
- 12.2.** Any request to increase the Credit Limit post the approval of the application will be reviewed by the Issuer only after the Issuer receives a request from the cardholder & any documents that may be asked for. The Issuer on the basis of an internal review reserves the right to decline the request. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement generation date. You must not exceed the Credit Limit. Your Credit Limit will be cancelled if your Account is cancelled. Based on your declared personal resources to us, your past spending, credit history and payment pattern, we reserve the absolute right to reduce your Credit Limit at any time.
- 12.3.** If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess amount above the Credit Limit. A Charge plus Applicable Taxes shall be levied to your Account if you exceed your Credit Limit irrespective of the amount by which you exceed your Credit Limit.
- 12.4.** You will not be entitled to interest on credit balances on your Account.
- 12.5.** The Credit Limit applicable on Cardholder's Account is inclusive of all the Supplementary Cards.

13. CASH ADVANCE/EXPRESS CASH

- 13.1.** You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines ("ATMs") from select partner Banks and from other locations as may be offered by us from time to time.

- 13.2. We may issue Express Cash Facility to Cardholders at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you may apply for enrollment in the Express Cash facility. We may decline your application at our discretion. If we accept your application, you will then be eligible for the Express Cash facility.
- 13.3. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you are enrolled for the Express Cash. You may access up to 20% of your Credit Limit or the Cash withdrawal limit, whichever is lower, by way of Cash Advances, subject to your available Credit Limit and such Terms and Conditions applicable to Express Cash transactions. We may vary that percentage from time to time. The applicable interest rate, handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

14. TAXES

The Cardholder shall be solely responsible for any taxes that may be applicable and Chargeable on all Charges incurred on the Card and if we are required under law to collect and deposit the same with the appropriate regulatory authority, we shall do so by debiting your Card Account.

15. INSURANCE PURCHASE AND STANDING INSTRUCTION FOR UTILITY BILL PAYMENT ON CARD

- 15.1. Subject to laws and regulations, if you use the Card to buy insurance or you give standing instructions to make any utility service or other bill payment, you authorize us to pay premium/bill amount for you when due in accordance with statement forwarded by the insurance/utility service provider.
- 15.2. You agree to repay us according to the terms of this Agreement.
- 15.3. You must cancel the standing instructions given to your insurance provider/utility service provider if you no longer wish the premium/due bill to be charged to your Card.
- 15.4. If your Card Account or the Card is cancelled, we may stop paying premiums for you.
- 15.5. You agree that we will not be liable in any manner whatsoever for any claim arising out of or in connection with the services and you shall address and sort out all such matters directly with the insurance/utility service provider.

16. LIMITED LIABILITY

Until the Issuer is notified that the Card is lost, stolen or is at risk of being used by an unauthorized person or for an unauthorized purpose, the Cardholder shall be liable for transactions originated for a period up to 60 (sixty) minutes after receipt of the notification. The Issuer shall not be liable to the Cardholder for failure to carry out responsibilities under this agreement as a result of circumstances beyond the Issuer's control. This includes failure of any ATM machine, industrial disputes, natural disasters or Acts of God.

17. LOST, STOLEN OR MISUSED CARDS

- 17.1. The Card is issued to the person requesting issuance of the same. No other person is permitted to use the Card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all Charges made with the Card issued to you.
- 17.2. You must notify us immediately, if the Card is lost, stolen, mutilated, not received when due or if you suspect that the Card is being used without your permission. In the case of loss or theft of the Card, you must file a Report immediately with the police at a police station nearest to the place of occurrence and also submit a copy of the Report to us, with a detailed report of the incident on **O3 CARE Center on 0700 O3C ARDS (0700 632 2737)** and confirm details by telephone call or in writing quoting the Cardholder's **Customer Identification File (CIF)** Number.
- 17.3. The Cardholder will nevertheless be liable to the Issuer for all losses to the Issuer arising from any Transaction effected by the use of the Card by any person who acquired possession of it with or without the Cardholder's consent. The Cardholder will give the Issuer and any person acting on our behalf, all assistance in the investigation and all available information as to the circumstances of the loss, theft or possible misuse of the Card, and will take all reasonable steps to assist the Issuer to recover the Card.
- 17.4. If the lost, stolen or possible misused Card is subsequently retrieved, it must not be used. The Replacement Card and subsequent renewals of it must be used instead. The retrieval of the

original Card must immediately be reported to us and it must be cut in half and the pieces returned to us.

- 17.5. The Cardholder consents to the disclosure to third parties of such information as is relevant concerning the Account in connection with such loss, theft or possible misuse of the Card. If a Card is found after the Cardholder has told the Issuer it has been lost or stolen, it must no longer be used and the Cardholder must destroy it and any additional Card by cutting it in half across the magnetic strip and return it to the Issuer.
- 17.6. Immediately means within 60 minutes after the disputed or unauthorized transaction(s) was performed but no later than 60 minutes. And in the case of lost, stolen with no disputed or unauthorized transaction, not later than 24 hours.

18. DATA PROTECTION AND DISCLOSURE OF INFORMATION

- 18.1. The Cardholder authorizes the Issuer to verify information provided by him/her and to receive and exchange information about him/her, including requesting reports from the Cardholder's Bank(s), or Credit Information Companies (CICs) as authorized by the Central Bank of Nigeria.
- 18.2. The Cardholder authorizes the Issuer to exchange, share or part with all the information/data pertaining to the Cardholder provided by him/her and/or the details of the Card, if any, issued to any other third party pursuant to Issuer's arrangement in relation to the Card services, as may be required to enable the Cardholder to avail the benefits under the Card. And Cardholder shall not hold the Issuer liable for using/sharing this information.
- 18.3. The Cardholder understands that the information once shared shall also become the proprietary information of the Issuer and would be subject to usage and privacy, data confidentiality policies for safeguarding of the information/data.
- 18.4. The Cardholder declares and undertakes that the Card(s) issued, if used overseas, shall be utilized strictly in accordance with the relevant Exchange Control Regulations issued and as amended by the Central Bank of Nigeria ("CBN"), from time to time. Notwithstanding the aforesaid, the Issuer shall reserve the exclusive right to determine exchange rates at the prevailing market price.
- 18.5. The Cardholder understands he/she/they will be liable for all Charges incurred on the Card and any Additional Card(s) and any/all Supplementary Card(s).
- 18.6. The Cardholder agrees to be bound by this Agreement, Partner's Terms and Conditions and other Terms and Conditions of use, which will accompany the Card(s).
- 18.7. The Cardholder confirms that the Issuer and its partners have shared the Most Important Terms and Conditions ("MITC") for the Card, in compliance of the CBN's master circular on Card operations of the Issuer and have read, understood and accept the MITC.
- 18.8. The Cardholder understands that the Issuer may decline this application at its absolute and sole discretion. Cardholder accepts that the additional factor of authentication has mandated by CBN and the country of use and undertakes to be so bound. Cardholder confirms that transactions without such additional factor of authentication carries security risk and such Cards are vulnerable to frauds.

19. CONSENT TO SHARE INFORMATION

By signing this application form, the Cardholder consents that the Issuer shall share all relevant customer information with the credit bureaus operating within and outside Nigeria, under the guidelines of the CBN, including notification of late and missed repayments. The Issuer shall not be liable for any errors in the information supplied to the credit bureaus, or the subsequent use of any information by any other financial institution in Nigeria.

Comment [AJH1]: Does the document cover all information/data that will be shared with American Express?

Comment [CE2]: No, The information to be shared are only credit information of the customer as stipulated by CBN

20. DISCLOSURE

- 20.1. The issuer may identify providers and products that may be of some interest to some Cardholder(s). In this role, the Issuer shall not act as an agent or fiduciary for you, and shall have referral arrangement with or may act on behalf of the insurance provider/service provider, as permitted by law.
- 20.2. The Issuer wants you to be aware that in the event you purchase such insurance products/services, it may receive fee for such referrals from the insurance provider/service provider. Any insurance/service purchase by you shall be purely voluntary. We do not require you

to purchase any insurance/ service and you may choose to cover your insurance/service needs from other sources on terms they make available to you.

21. ANNUAL MEMBERSHIP FEE

- 21.1. Membership Fee is payable for use of the Card and each Supplementary Card issued at the request of the Cardholder. Annual Fee is levied every year at the start of membership year. The Membership Fees for all Cards are as detailed below. Annual fee reductions or waivers may be offered by the issuer. (“O3 Capital Nigeria Limited”) at its sole discretion.
- 21.2. The issuer may from time to time give tactical benefits and select joining gifts at its sole discretion on payment of the Membership Fee.
- 21.3. Once the Cardholder accepts the membership by usage of the Card, the Cardholder is liable to pay the full Membership Fee. This Membership Fee is neither refundable nor transferable for any other products or facilities that may be available from Issuer to the Cardholder. No request for waiver of part or full of the Membership Fee would be entertained by the Issuer and any such Membership Fee waivers shall be at the sole discretion of the Issuer. In like manner shall the Issuer charge Issuance fee.
- 21.4. Annual Maintenance Fees are payable for use of the Card and each Supplementary Card or other Cards at such rates as the Issuer may communicate to you from time to time. Any fee reductions or waivers that may be offered by us from time to time may be withdrawn or restricted by us at any time at our sole discretion.

Our Terms and Conditions Are as Shown Below:

	O3 Green American Express Card	O3 Gold American Express Card	O3 Platinum American Express Card	O3 Gold American Express Business Card	O3 SUPPLEME NTARY CARDS
Consumer					
Product Type	Credit (dual currency - USD and Naira)	Credit (dual currency - USD and Naira)	Credit (dual currency - USD and Naira)	Credit (dual currency - USD and Naira)	Credit (dual currency - USD and Naira)
Card Fees					
Issuance Fee (Charged upon each re issue)	\$5	\$5	\$5	\$5	\$5
Annual Membership Fee	\$420	\$150	\$300	\$250	\$30
Annual Maintenance Fee	\$10	\$10	\$10	\$25	\$10
Card Material	Plastic	Plastic	Plastic	Plastic	- Plastic
Limits/ Functionality	\$1,000 Revolving	\$5,000 Revolving	\$10,000 Revolving	\$10,000 Revolving	Based on Primary card Holder request

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22. MONTHLY STATEMENT

- 22.1. The Issuer will send you a statement once a month for each billing cycle during which there is any activity or any unpaid balance that is due. The statement will identify purchases, Cash Advances, funds Transfer transactions, fees and all other Charges, payments and credits to your Account during

the billing period incurred in Nigeria and overseas. Provided that all Charges incurred in Nigeria (NGN) or United States Dollar (USD) will appear under the heading of Charges incurred in Nigeria. The statement will also disclose to you the interest Charges, statement date, opening balance, new Charges, credits, debits, closing balance, Credit Limit, available unused Credit Limit at statement date, payment due date and minimum payment.

- 22.2. The time between successive monthly statements will vary depending upon the number of business days in the month. You can also register online or download the mobile application to enable you view the Card statements on demand.
- 22.3. You agree to notify us in writing of any omission from or error on the statement within 3 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.
- 22.4. Non-receipt of your statement, for any reason whatsoever, shall not constitute a valid reason for non-payment of at least the minimum payment due. Should you not receive the statement within 5 days from the date of your usual statement date, please call us on the numbers mentioned on the back of your Card to check the amount payable and to request that a copy of your statement be delivered to you via your email on record.
- 22.5. You agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received electronically from an Establishment's Point of sale terminal or from you shall be admissible to prove the contents of that document for any purpose.
- 22.6. We reserve our right to levy a service Charge, in any of the currency and at our discretion, in addition to the amount of Charge on any particular transaction at any Establishment.

23. MINIMUM PAYMENT

- 23.1. The monthly statement will show the minimum payment you need to pay us which will be 10% of the outstanding balance PLUS the total sum of any Card Fees, overdue minimum payment exceeding your Credit Limit and any installment due under any extended/deferred payment plan that we may offer. Provided that the issuer shall reserve the right to demand payment in either Nigeria Naira or United States Dollar.
- 23.2. The minimum payment is due and payable by you to us on or before the payment due date which shall be notified on the statement. Payment takes place only when we receive it and credit it to your Account, NOT when you send it.
- 23.3. You will be required to pay us immediately if your Account is overdue or you exceed your Credit Limit. The amount you must pay and the currency will be notified on your statement.
- 23.4. You may pay more than the minimum amount due, pay us before the payment due date, pay us more than once during the billing period or pay the balance outstanding on your Account at any time.
- 23.5. You hereby also authorize to apply to court for an order commanding all financial institutions to debit directly, any of your Account(s), linked to your Bank Verification Number (BVN) and /or National Identity Number, with financial institution and credit your Card Account with the total amount, or a such sums as shall be determined by the court.
- 23.6. Any and all payments received by us from or on behalf of the Cardholder, may be applied or appropriated by us in such manner and in such order as we see fit, notwithstanding any specific appropriation or instruction by the Cardholder or any other person making the payment.
- 23.7. We have the right to appropriate all payments made by you in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment. In the event that we receive contradicting instructions from the Cardholder and the Supplementary Cardholder(s), we may, in the exercise of our discretion, then only act on the instructions of the Cardholder.
- 23.8. After paying only the minimum payment due or a portion of total amount due, you shall be Charged interest on the balance amount outstanding and Charged to your Card as on the interest computing date.
- 23.9. You hereby undertake to reimburse the Issuer any sums that shall be expended in the recovery of any outstanding balance. The Issuer shall also reserve the right to charge 15% percent of the outstanding balance which is payable to the any debt recovery expert as a professional fee for recovering the said debt.

24. LATE PAYMENT CHARGE

If we do not receive payment of the minimum payment due shown on the monthly statement by the payment due date, a late payment Charge of 30% of the minimum amount due plus applicable taxes will be levied to

your Card Account. The late payment Charges may vary at our discretion and the same will be duly informed to you either through your email or the monthly statement.

25. TRANSACTION FEE

For certain transactions that may be Charged to the Card, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Cardholder in their monthly statements or through your email.

26. GENERAL

The Issuer reserves the right to withdraw or vary the provision of any service or benefits under this agreement without notice. The Issuer will charge the Cardholder for any losses or costs incurred by the Issuer resulting from a breach of this Agreement. This Agreement shall be governed by the Laws of the Federal Republic of Nigeria. Failure to view the monthly statement shall not excuse the responsibilities of the cardholder under this agreement. Non-enforcement of any condition of this agreement, or a delay in enforcing the condition, shall not prevent the Issuer from enforcing the condition at a later date. If any part of this Agreement is held unlawful or unenforceable, the offending section or part shall be struck out and the remainder of this Agreement shall remain effective. The Cardholder consents that the Issuer may record phone conversations between them for its internal purposes. The Cardholder's application will be subject to the Issuer's processes and reviews, which may require the Issuer to employ any legal means to verify or obtain confirmation on any information provided in an application for card. The Issuer also reserves the right to accept or reject any application without showing cause.

27. REFUNDS AND CLAIMS

The Issuer will refund a claim by the Cardholder, for a debit incorrectly or erroneously applied, brought to the notice of the Issuer, only after an independent investigation is conducted and the Issuer is satisfied that such claims are verifiable. The cardholder shall not base a claim against the Issuer on another claim against a third-party, unless there is a pre-existing legal right to that effect.

28. REPRESENTATIONS AND WARRANTIES

- 28.1.** The Cardholder acknowledges that, as per extant business practices the Bank is authorized to disclose from time to time any information relating to the Card(s), to any Credit Information Companies (CICs) as authorized by the Central Bank of Nigeria (existing or future) without any notice to the Cardholder. Provided that the Credit Information Companies (CICs) are an initiative of the Federal Government of Nigeria, State Government and Central Bank of Nigeria to improve the functionality and stability of the financial system. All Banks and Financial Institutions participating in this initiative are required to share customer data with Credit Information Companies (CICs). In view of this Issuer shall be reporting information and data (positive or negative) relating to Cardholder's Account from time to time to Credit Information Companies (CICs) and any other agency as the Issuer may deem fit. The Issuer will also share the Cardholder's information with its groups/associates/entities or companies with whom the Issuer has tied up arrangements, existing and/or future, for providing other financial service products, until and unless clearly stated otherwise.
- 28.2.** We may treat your Account as being in default if you fail to pay us any amount when it is due, if you fail to comply with these Terms and Conditions. If any cheque, draft, debit or other payment is not honoured in full, this will also be default.
- 28.3.** We may also treat your Account as being in default if any statement made by you to us in connection with your Account or Card was false or misleading, if you breach any other Agreement that you may have with us, if a petition for your bankruptcy is issued, if any attempt is made by any other creditor to seize any of your property or if any of your property is seized by any other creditor.
- 28.4.** If your Account is in default, we require you to pay us immediately all sums outstanding on your Account and we reserve our right to cancel your Card.
- 28.5.** You further agree that, if you default, you will pay us all reasonable costs and expenses incurred or expended by us or on our behalf, including legal fees, in recovering or attempting to recover any monies owing to us.

- 28.6. The Issuer shall have the right to declare that a Cardholder's account is in default; if the Cardholder fails to make two minimum monthly repayments and shall apply immediately take step to seek redress.

29. USE OF EXTERNAL AGENCIES

- 29.1. We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents. However, we will not be responsible for any consequences arising out of the agents' acts or omissions.
- 29.2. All Charges payable to such agents to collect our dues will be to your cost and risk in addition to all costs, Charges and expenses incurred by us to recover the outstanding dues/ amounts.

30. DISHONoured CHEQUES/DISHONoured DIRECT DEBIT MANDATE INSTRUCTIONS

If you or your representative transmits or causes to be transmitted to us any cheques or drafts or your monthly direct debit mandate fails, rejected or dishonoured, for each such cheque or draft or direct debit payment, we may Charge the Card Account an amount as appropriate to cover our internal administration costs.

31. RENEWAL/REPLACEMENT CARDS

- 31.1. The Card plastic will be valid until the expiration date printed on the face of the Card. By way of accepting the Terms and Conditions you authorize us to issue you a Renewal or Replacement Card before the current Cards expires. If you are the Cardholder, you are also requesting us to issue to any Supplementary Cardholder Renewal or Replacement of Supplementary Cards before the current Supplementary Cards expire.
- 31.2. We will bill the applicable annual Membership Fee, each year, at the time of renewal. We will continue to issue Renewal or Replacement of Cards and Supplementary Cards until you tell us to stop. We retain the right to suspend dispatch of Renewal or Replacement Cards at our discretion

32. EXCHANGE CONTROL AND TAX

You shall comply with any and all applicable exchange control and tax laws and regulations affected by the use of this Card, and you agree to indemnify us against any consequences of your failure to comply with these laws and regulations.

33. INSTALLMENTS FOR PURCHASE OF GOODS AND SERVICES

- 33.1. We may introduce and offer extended/deferred payment plan to Cardholder at a fee at our sole discretion. If you use the Card to buy goods or services, such as insurance, requiring recurring or installment payments, or goods and wish to avail of the extended/deferred payment plan, you authorize us to pay such installments for you when due to the service provider or into any deferred payment scheme run by us or any third party and you agree to pay us for the same when we bill you. You must tell us in writing via email if you no longer wish to pay in installments and wish to prepay your installment scheme. In case you wish to prepay your installment scheme, we reserve the right to levy a prepayment Charge and the total outstanding amount on the installment scheme would revert as a Charge on your Card. Extended/deferred payment plans may have additional terms and condition that govern the scheme.
- 33.2. If your Card Account or the Card is suspended or cancelled, we will stop paying the installments for you to any third party or insurance provider.

34. CARDHOLDER INFORMATION AND CONSENT

- 34.1. You authorize us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy our self about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, Credit Information Companies (CICs) as authorized by the Central Bank of Nigeria or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or

consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other.

- 34.2. We may disclose information about you and your Card Account to (a) companies within the American Express group of companies worldwide (including other organizations who issue the Card) (b) to any other party whose name or logo appears on the Card issued to you (c) to our suppliers and (d) to organizations who accept the Card in payment of goods and/or services purchased by you in order to administer and service your Account, process and collect Charges on it and manage the benefits or insurance programmes in which you are enrolled. We may also be required to disclose and accordingly furnish details of your Account to Credit Information Companies (CICs) or at the request of the Central Bank of Nigeria and/or any other statutory authority or officials of the Government of Nigeria or any State Government in Nigeria.
- 34.3. From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.
- 34.4. If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at our office address, email or our telephone number. Any information that we find to be inaccurate will be corrected promptly.

35. SUSPENSION

We can suspend your right to use this Card with or without cause. If we do suspend your Card privileges you cannot use the Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Card privileges we shall not lose any of our rights under these Terms and Conditions or at law.

36. AUTHORISATION

Charges may require prior authorization by us before an Establishment will accept them. We have the right to refuse authorization for any Charge, Cash Advance or Balance Transfer transactions without cause or prior notice notwithstanding that the Credit Limit has not been exceeded and we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. When we give an Establishment permission to Charge your Account we assume the transaction will take place and, therefore, reduce the Credit Limit on your Account by the sum so authorized.

37. BILLING ADDRESS

You must notify us immediately via our email, office address or telephone number(s) of any change in your name and/or billing address or the names of any Supplementary Cardholder.

38. BILLING ERRORS OR ENQUIRIES/PROBLEMS WITH GOODS OR PURCHASES

If you have a problem with your monthly statement, please write to us at once and we will take reasonable steps to assist you by providing such information as may be necessary in relation to Charges Charged to your Account. Any billing error or dispute shall not be entertained unless sent in writing to us or by calling us on the numbers mentioned on the reverse of the Card. We may Charge a reasonable administrative fee for statement reprints or duplicate Record of Charge forms. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on that credit slip to the Card Account. Any claim or dispute against any Establishment must directly be resolved by you. No claim against an Establishment shall enable you to any set-off or counterclaim against us. We shall not be liable to you for quality, price or value of goods or services, or any defects in such goods or services, Charged with the Card, or if an Establishment refuses to accept the Card. Subject to any law to the contrary, you are not entitled to withhold payment from us because of such claim or dispute.

39. FOREIGN CURRENCY CASH WITHDRAWALS

- 39.1. If you make a Charge in a currency other than Nigeria Naira, that Charge may be converted into Nigeria Naira. The conversion will take place on the date the Charge is processed by overseas American Express treasury system, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. Provided that you shall be liable to pay a fee of 0.50% on all withdrawals and transactions.

- 39.2. Foreign Exchange is at the appropriate rate at O3 Capital Nigeria Limited which is subject to change on a daily basis. This Foreign exchange rate is on the prevailing market rate.
- 39.3. If the Charge is not in the U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting the U.S. Dollars amount into Nigeria Naira.
- 39.4. If the transaction is in U.S. Dollars, the charges shall for all intend and purposes be in U.S. Dollars. However, if the transaction is in Nigeria Naira, the charges shall be in Nigeria Naira.
- 39.5. If you make cash withdrawals outside Nigeria in a currency other than U.S. Dollars, that cash withdrawal will be converted into U.S. Dollars. The conversion will take place on the date the cash withdrawal is processed by American Express, which may not be the same date on which you made your cash withdrawal as it depends on when the cash withdrawal was submitted to American Express.
- 39.6. Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use a conversion rate based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by foreign currency conversion mark up on such Charges. If Charges are converted by the third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

40. OUR PROPERTY

Although for your use, all Cards remain our property at all times. This means you must return the Card to us (at the address mentioned on last page of this document) if we should so request. The revocation, repossession or request for the return of the Card is not, and shall not constitute any reflection on your character or credit worthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card.

41. DEBT ASSIGNMENT

We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstanding (s) and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on Account of any such assignment, sale or transfer and recovery of outstanding (s) and dues.

42. RIGHT TO SETOFF

In the event of your delaying or being unable to settle your Card outstanding (s) as provided in this Agreement for any reason whatsoever, you expressly and unconditionally authorize us to setoff and adjust any such outstanding against any amount that may be payable by us, to you on any Account whatsoever.

43. LIMITATION OF LIABILITY

- 43.1. Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost to the extend only but not otherwise. In particular we will not be liable for any consequential loss or any other loss or damage including but not limited to loss of income, profits interest, utility or loss of market. In any event, we will not be responsible for losses or costs caused by any third party including (for example) resulting from mechanical or systems failure affecting such third parties. In any event our liability for any loss shall be limited to a maximum of amount paid by you annual Membership Fee for the Card.
- 43.2. We are not liable in any way to you for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by you or by any other person in respect of or in connection with your ability/inability of the use of Card and/or this Agreement.

44. COMMUNICATION WITH YOU

- 44.1. We may notify you of changes to this Agreement, including changes to fees, or rates through communication sent along with your monthly Statement of Account via email or on the Statement of Account, or using other electronic channels, at least 30 days prior to the effective date of the change.
- 44.2. All notices (which may include notice of changes to this Agreement), disclosures and other communications (together, "communications") may also at our sole discretion be communicated to you by mail or electronically via our social media channels and/ or e-mail address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the e-mail address you have most recently provided for your Card.
- 44.3. You must inform us immediately if you change your address or other contact information (such as telephone number or e-mail address) you have provided to us.

45. TERMINATION

The Cardholder or the Issuer may terminate this agreement at any time by written notice to the other. The Cardholder may do so immediately but the Issuer will be required to give the Cardholder at least one month's notice. Termination will only be effective once the Cardholder has repaid the outstanding balance on the Cardholder's account including interest to the date of repayment. The Issuer may cancel any Card on written notice from either the Cardholder or the Additional Cardholder. Any termination shall not affect any liabilities of any Cardholder incurred prior to termination, including transactions charged to the account after the return of the Card. If the Card is cancelled, the Cardholder must cut it in half and return both halves to Issuer at once. The Cardholder agrees not to use the Card after it has been cancelled.

46. BREACH OF CONDITIONS

In the event of any breach by the Cardholder or the Additional Cardholder of the Conditions, the Issuer may, in circumstances where the Cardholder fails to comply or to procure compliance with the terms of a notice served by the Issuer on the Cardholder, require repayment in full of the outstanding balance on the Cardholder's Account. The Issuer may also debit the Card Account with any costs or expenses the Issuer incurs in enforcing its rights. The Issuer aims to provide a card service at all times, but the Issuer shall not be responsible for any failure to provide services due to industrial action or the failure of any machine, data processing system, transmission link or to any other events outside its control.

47. DEATH OR BANKRUPTCY

On the Cardholder's death or bankruptcy, the Cardholder's obligations will remain in full force and effect until such time as they are duly satisfied. The Card and any additional Card may no longer be used and must be returned to the Issuer immediately cut in two.

48. COMPLAINTS AND DISPUTE RESOLUTION MECHANISM

Complaints, arising out of or in connection with the use of the Card under this Agreement shall be reported by the Cardholder within 24 hours via email to care@o3cards.com or by letter addressed to the Complaints and Dispute Resolution Board using the specified contact address of the Issuer. The Issuer shall address all complaints reported to the Complaints and Dispute Resolution Board within 7 days. In the event of any complaint, dispute, claim or controversy between the Issuer and the Cardholder under this Agreement, the Parties hereby agree that Nigeria Laws shall be applicable and shall abide by the dispute resolution mechanism contained herein. Any dispute, claim or controversy arising from or relating to this Agreement or the breach thereof shall be resolved by reference to mediation. The Mediation shall be conducted at the Lagos Multi-Door Court House ("LMDC") and the proceedings shall be governed by the LMDC Rules.

49. ASSIGNMENT

We may assign any of our rights under these Terms and Conditions or the Accounts at any time without your consent to our parent, subsidiary or associate company.

50. INDEMNITY

You must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

2-51. Global Standing Instruction Mandate

2-1-51.1. By signing this credit card agreement and by drawing on the card, I /we, in our capacity as the borrower hereby covenant to repay the credit as and when due. In the event that I/we fail to repay the credit card as agreed, and the card balance becomes delinquent, the Lender shall have the exclusive right to report the delinquent card debit balance to the CBN through the Credit Risk Management System (CRMS) or by any other means, and request the CBN to exercise its regulatory power to direct all Banks and other financial institutions under its regulatory purview to set-off my/our indebtedness from any money standing to my/our credit in any bank from any money standing to my/our credit in any bank account and from any other financial assets they may be holding on my/our benefit.

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2-2-51.2. We covenant and warrant that CBN shall have the power to set-off my/our indebtedness under this credit card agreement from all such monies and funds standing to my/our credit/benefit in any and all such accounts or from any other financial assets belonging to me/us and in the custody of any such Bank.

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2-3-51.3. I/We hereby authorize the Lender to apply to a court for an order(s) placing a lien on security/securities, monies and funds standing to my/our credit/benefit in any and all such accounts or from any other financial assets belonging to me/us and in the custody of any such Bank.

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2-4-51.4. We hereby waive any right of confidentiality whether arising under common law or statute or in any other manner whatsoever and irrevocably agree that I/we shall not argue to the contrary before any court of law, tribunal, administrative authority or any other body acting in any judicial or quasi- judicial capacity. All other rights reserved.

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51-52. OTHER TERMS AND CONDITIONS

The use of the Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements, which may be made available, from time to time.

52-53. DECLARATION

I hereby declare that I/we have carefully read the terms and conditions of the O3 Card above and I/We am/are fully aware that dishonoring a Direct Debit Mandate is a criminal offence in the Federal Republic of Nigeria and I/we understand that O3 Capital Nigeria Limited reserves the right to institute any legal action necessary to recover any/all amounts outstanding from me/us as well as report to other relevant third parties.

Applicant's Name

Signature

Date